

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	Fire Licensing, LLC		12/31/2010
	LIMITED LIABILITY COMPANY: DELAWARE		
RECEIVING PARTY DATA			
Name:	Topson Downs of California, Inc.		
Street Address:	3840 Watseka Ave.		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	1354174	FIRE
	Registration Number:	3200042	FIRE JEANS
CORRESPONDENCE DATA			
Fax Number:	(818)827-9099		
Phone:	8188279000		
Email:	agrabell@ebg-law.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	J. Alison Grabell		
Address Line 1:	21650 Oxnard Street		
Address Line 2:	Suite 500		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
ATTORNEY DOCKET NUMBER:	2018.105		

CH \$65.00 1354174

NAME OF SUBMITTER:	J. Alison Grabell
Signature:	/J. Alison Grabell/
Date:	03/06/2012
Total Attachments: 3 source=FIRE-TOPSON MERGER#page1.tif source=FIRE-TOPSON MERGER#page2.tif source=FIRE-TOPSON MERGER#page3.tif	

## AGREEMENT OF MERGER

This Agreement of Merger is entered into as of December 31, 2010, between Topson Downs of California, Inc., a California corporation ("Topson"), and Fire Licensing, LLC, a Delaware limited liability company ("Fire"), at Culver City, California.

1. Fire shall be merged into Topson (the "Merger"). On the Effective Date (as defined below), the separate legal existence of Fire shall cease. Topson shall continue as the surviving entity. Topson's corporate name, existence and all its purposes, powers, and objectives shall continue unaffected and unimpaired by the Merger, and Topson shall continue to be governed by the laws of the State of California and succeed to all of Fire's rights, assets, liabilities and obligations, in accordance with the applicable provisions of the California General Corporation Law (the "CCC").

2. The parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger (the "Delaware Certificate of Merger") with the Secretary of State of Delaware, in accordance with the applicable provisions of the Delaware Limited Liability Company Act (the "DLLCA"), and a Certificate of Merger (the "California Certificate of Merger"), together with a copy of this Agreement, with the Secretary of State of California, in accordance with the applicable provisions of the CCC, and such other documents and instruments as may be required by the applicable provisions of the DLLCA or CCC, on or prior to December 30, 2011 (the date of filing such certificate with the California Secretary of State, the "Effective Date").

3. The Merger shall be effective as of the Effective Date, unless a different date is prescribed by law.

4. The articles of incorporation of Topson in effect on the Effective Date immediately prior to the Merger shall be the articles of incorporation of the surviving corporation. From and after the Effective Date, Topson's articles of incorporation, as they may be duly amended from time to time, will be, and may be separately certified as, the articles of incorporation of the surviving corporation.

5. The bylaws of Topson in effect on the Effective Date immediately prior to the Merger shall be the bylaws of the surviving corporation until they are thereafter duly altered, amended, or repealed.

6. The directors and officers of Topson on the Effective Date immediately prior to the Merger shall be the officers and directors of the surviving corporation, each to serve in accordance with the articles of incorporation and bylaws of the surviving corporation until his or her successor has been duly qualified and elected or until his or her earlier death, resignation or removal from office.

7. There shall be no conversion or exchange of Fire's outstanding membership interests. The outstanding membership interests of Fire shall be canceled, without consideration.

8. This Agreement may be terminated at any time before the Effective Date by action of the shareholders of Topson or by the mutual consent and action of the board of directors of Topson and managers of Fire.

9. The parties agree to cooperate with each other to effect the Merger and, in connection therewith, to execute and deliver such other documents and instruments and to do such things as may be required or desirable to effect the Merger.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and, to the extent applicable, the DLLCA.

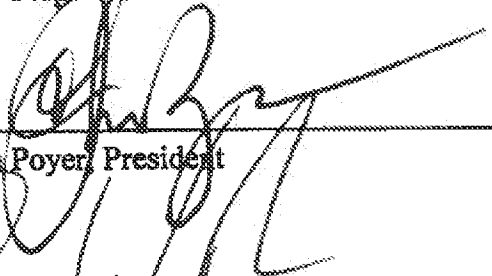
11. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

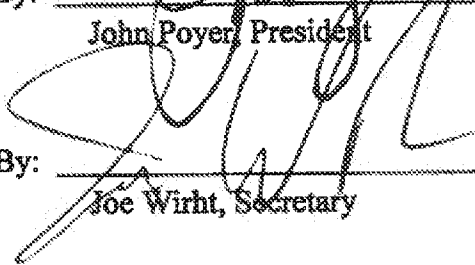
12. This Agreement sets forth the complete agreement and understanding of the parties regarding the Merger, and supersedes all prior negotiations, agreements and representations, verbal or written, regarding the Merger. This Agreement may only be amended by a writing executed by both parties.

(Signatures on following page)

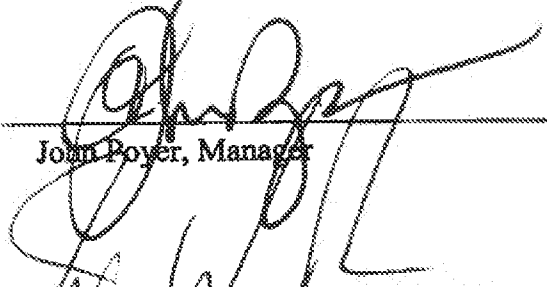
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

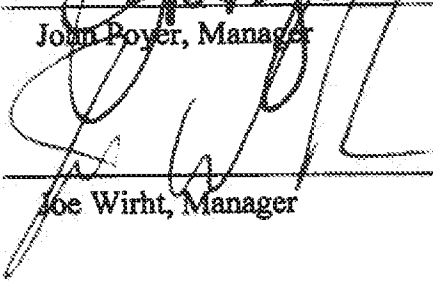
TOPSON DOWNS OF CALIFORNIA, INC.,  
a California Corporation

By:   
John Poyer, President

By:   
Joe Wirht, Secretary

FIRE LICENSING, LLC,  
a Delaware limited liability company

By:   
John Poyer, Manager

By:   
Joe Wirht, Manager